

RETURN DATE: SEPTEMBER 1, 2020 : SUPERIOR COURT  
MARK H. DEAN, AS TRUSTEE : J.D. OF HARTFORD  
OF THE CT RE 2019 TRUST  
V. : AT HARTFORD  
PATTIS & SMITH, LLC AND NORMAN A. PATTIS : AUGUST 3, 2020

### COMPLAINT

#### **Count 1 - Fraudulent Transfer as to Pattis & Smith, LLC**

1. The plaintiff Mark H. Dean, as Trustee of the CT RE 2019 (the "Trust") asserts these claims on behalf of the Trust. Plaintiff is an attorney with his office in Hartford, Connecticut.
2. The Defendant Pattis & Smith, LLC (the "Law Firm") is a law firm organized as a Connecticut limited liability company.
3. The Defendant Norman A. Pattis is a lawyer and the only member of the Law Firm.
4. On or about January 7, 2020, Fotis Dulos was charged with the murder of Jennifer Farber Dulos.
5. Fotis Dulos retained the Law Firm to represent him in connection with the murder charge.
6. On or about January 16, 2020, Fotis Dulos paid a \$250,000 retainer to said law firm.

7. As part of the retainer agreement, the Law Firm represented that “if there is some unforeseen event that prevents me (Pattis & Smith, LLC) from continuing to represent you or if my services are terminated, the portion of the fee paid that exceeds the services rendered calculated at our normal hourly rates will be returned.”

8. Despite such provision, no hourly rates were set forth in the retainer agreement.

9. The retainer agreement purports to constitute a lump sum retainer earned when paid in violation of the Rules of Professional Responsibility.

10. On or about January 30, 2020 (fourteen days after the payment of the retainer to the Law Firm), Fotis Dulos died, thereby ending defendants’ representation of Dulos.

11. No part of the \$250,000 retainer has been returned to the Fotis Dulos estate.

12. At the time Fotis Dulos paid the retainer to the Law Firm and until his death, Fotis Dulos was not paying his debts as they became due and was insolvent pursuant to Connecticut General Statutes Section 52-552c(a).

13. At the time Fotis Dulos paid the retainer to the Law Firm and until his death, Fotis Dulos was engaged in business transactions for which his

remaining assets were unreasonably small, incurring debts beyond his ability to pay them.

14. Fotis Dulos received less than reasonably equivalent value for his payment of the retainer.

15. In addition to the \$250,000 retainer, there were substantial payments made directly and indirectly by Fotis Dulos to the Law Firm during the subject time period, including payments made by and to third parties unrelated to any criminal case for which the the Law Firm was representing Fotis Dulos.

16. As to such payments, on information and belief, Fotis Dulos did not receive reasonably equivalent value in return for such payments.

17. The plaintiff is the assignee of claims originated from loans made by Hilliard Farber to Fotis Dulos and the Fore Group who was a long-time creditor of Dulos for many years. More details are set forth in two lawsuits entitled *Gloria Farber, as Executor of the Estate of Hilliard Farber v. Fore Group, Inc., et al*, Superior Court, Judicial District of Hartford at Hartford, Docket No. HHD-CV-18-6088970-S and *Gloria Farber, as Executor of the Estate of Hilliard Farber v. Fotis Dulos*, Judicial District of Hartford at Hartford, Docket No. HHD-CV-18-6088971-S.

18. The plaintiff was and is a creditor of Fotis Dulos and the Estate of Fotis Dulos pursuant to Connecticut General Statutes Section 52-552b.

19. The payment of the \$250,000 retainer to the Law Firm constitutes a fraudulent transfer pursuant to Connecticut General Statutes Sections 52-552e(a)(2) and/or 52-552f(a).

20. On information and belief, other payments made directly or indirectly by Fotis Dulos to the Law Firm constitute fraudulent transfers pursuant to Connecticut General Statutes Sections 52-552e(a)(2) and/or 52-552f(a).

21. The plaintiff is entitled to avoidance of the subject transfers and/or judgment against the Law Firm for the value of the assets transferred to the extent necessary to satisfy the plaintiff's claim pursuant to Connecticut General Statutes Sections 52-552h(a) and/or 52-552i(b).

22. The plaintiff is also entitled to a full accounting regarding transfers made by Fotis Dulos directly and indirectly to the Law Firm.

**Count 2 – Fraudulent Transfer as Norman A. Pattis**

1-22. Paragraphs 1-22 of Count 1 are hereby made paragraphs 1 through 22 of this Count 2 as if fully set forth herein.

23. Upon information and belief, the Law Firm has disbursed funds received directly or indirectly from Fotis Dulos to Norman A. Pattis (the “Individual Defendant”).

24. The plaintiff is entitled to judgment against the Individual Defendant as subsequent transferee for the value of the Fotis Dulos assets transferred to Individual Defendant by the Law Firm to the extent necessary to satisfy the plaintiff’s claim pursuant to Connecticut General Statutes Section 52-552i(b).

WHEREFORE, the plaintiff seeks:

1. Avoidance of the transfers;
2. Damages;
3. An accounting in regard to the use and disposition of funds;
4. Such other legal and equitable relief as the courts deems

appropriate.

PLAINTIFF,

By  \_\_\_\_\_

Richard P. Weinstein, Esquire  
WEINSTEIN & WISSER, P.C.  
29 South Main Street, Suite 207  
West Hartford, CT 06107  
Telephone No. (860) 561-2628  
Juris No. 45674  
[rpw@weinsteinwisser.com](mailto:rpw@weinsteinwisser.com)

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**STATEMENT OF AMOUNT IN DEMAND**

The amount in demand is greater than Fifteen Thousand Dollars  
(\$15,000.00) exclusive of interest and costs.

PLAINTIFF,

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West Hartford, CT 06107  
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[rpw@weinsteinwisser.com](mailto:rpw@weinsteinwisser.com)